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17 Attorneys for Defendant
PIVOTAL SYSTEMS CORPORATION
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19 **UNITED STATES DISTRICT COURT**
20 **NORTHERN DISTRICT OF CALIFORNIA**
21

22 HARI PRASAD SARDA,

23 Plaintiff,

24 v.

25 PIVOTAL SYSTEMS CORPORATION,

26 Defendant.
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Case No.: 3:19-cv-04032-MMC

**JOINT STIPULATION TO DISMISS
WITH PREJUDICE AND ~~[PROPOSED]~~
ORDER**

1 WHEREAS, Plaintiff Hari Prasad Sarada filed his Complaint in this action on July 14,
2 2019; and

3 WHEREAS, Plaintiff and Defendant Pivotal Systems Corporation settled this matter on or
4 about November 7, 2019;

5 THEREFORE, it is hereby STIPULATED by and between Plaintiff and Defendant
6 through their designated counsel that the above-captioned action should be dismissed with
7 prejudice pursuant to FRCP 41(a)(1)(A)(ii). The parties further stipulate that, except as set forth
8 in the Settlement Agreement between them, the parties shall bear their own attorney's fees,
9 expenses and costs.

10 This Court shall retain jurisdiction for a period of one year to enforce the terms of the
11 Settlement Agreement.

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13 IT IS SO STIPULATED.

14 Dated: November 13, 2019

Mahesh Law Group, PC

16 By: /s/Kumar Maheshwari
17 Kumar Maheshwari
18 Attorney for Plaintiff
HARI PRASAD SARDA

19 Dated: November 13, 2019

FENWICK & WEST LLP

21 By: /s/Todd Gregorian
22 Laurence F. Pulgram
23 Todd R. Gregorian
24 Attorneys for Defendant
25 PIVOTAL SYSTEMS CORPORATION
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ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), counsel for Hari Prasad Sarma has obtained the concurrence of Pivotal Systems Corporation’s counsel in the filing of this joint request.

Dated: November 13, 2019

Mahesh Law Group, PC

By: /s/Kumar Maheshwari
Kumar Maheshwari

Attorney for Plaintiff
HARI PRASAD SARMA

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1. The action is dismissed with prejudice as against Defendant Pivotal System Corporation pursuant to FRCP 41(a)(1)(A)(ii).

2. Each party shall bear their own costs and attorneys' fees, except as set forth in the Settlement Agreement.

3. The Court shall retain jurisdiction over this matter to enforce the terms of the November 7, 2019 Settlement Agreement, for a period of one year from the date of this order.

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By: Maxine M. Chesney
United States District Judge
Maxine M Chesney